



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

Caption is in Compliance with D.N.J.L.BR. 9004-1

Lavin, Cedrone, Graver, Boyd & DiSipio

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Regina Cohen, Esquire

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Order Filed on March 30, 2021  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

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*In Re:*

DAMON A. KEELEY  
dba PRP CONCEPTS LLC

Debtor

Case No.: 19-28533-MBK

Hearing Date: N/A

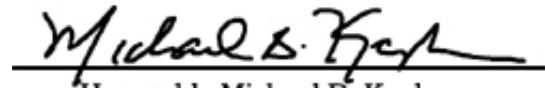
Judge: Michael B. Kaplan

Chapter: 13

**CONSENT ORDER RESOLVING  
CREDITOR, ALLY CAPITAL'S MOTION FOR RELIEF FROM STAY**

The relief set forth on the following page, numbered two (2) through four (4) is hereby ORDERED.

**DATED: March 30, 2021**

  
\_\_\_\_\_  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

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Debtor: Damon A. Keeley

Case No.: 19-28533-MBK

Caption of Order: CONSENT ORDER RESOLVING CREDITOR, ALLY CAPITAL'S MOTION FOR RELIEF FROM STAY

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This Consent Order is entered into by and between the Debtor Damon A. Keeley, by and through his counsel, James Milano, Esquire, and the Law Offices of Veitengruber Law LLC and Ally Capital, by and through its counsel, Regina Cohen, Esquire and the Law Offices of Lavin, Cedrone, Graver, Boyd & Disipio, in order to resolve Ally Capital's Motion for Relief from Stay filed with this Court on February 17, 2021.

It is hereby stipulated and agreed by and between Debtor and Ally Capital as follows:

**ORDERED** that the Debtor is \$6,324.84 in post-petition arrears through and including the March 7, 2021 due payment. The Debtor acknowledge his account is in post-petition arrears in the amount of \$6,324.84 through and including the March 7, 2021 due payment.

**ORDERED** that the Debtor is paying the post-petition arrears in the amount of \$6,324.84 along with \$500.00 attorney fees through the Chapter 13 Plan for a total payment of \$6,824.84. Debtor shall amend his plan to include this amount.

**ORDERED** that the Debtor shall resume making regular monthly contractual payments in the amount of \$527.07 each, commencing with the payment due on or before April 7, 2021. Pursuant to the Contract, a late charge may be assessed for any payment not received in full within ten (10) days after it is due. Said payments shall be forwarded to: Ally Capital, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

**ORDERED** that all payments shall be made payable to Ally and include Debtor's account number.

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**ORDERED** that the Debtor hereby agrees to maintain insurance coverage in such types and amounts as are required by the Contract until such time as all amounts due Ally under the Contract are paid in full.

**ORDERED** if Debtor fails to comply with any of the stipulated terms herein, or if Debtor fails to make payments within ten (10) days of due date, or if Debtor fails to make trustee payments when due, Ally will give Debtor and Debtor's counsel notice by facsimile, first class mail or e-mail. Debtor will have ten (10) days to bring the account current. If the account is not brought current within the ten (10) day period, Ally Capital may be granted relief from the automatic stay imposed by 11 U.S.C. §362 with respect to the Vehicle as to the Debtor as to the vehicle upon filing a Certification of Counsel that Debtor is in default, together with a proposed Order to the Bankruptcy Court, and serving copies of the same upon the Debtor, Debtor's counsel and Chapter 13 Trustee. It is also expressly understood that the notice and cure period provided herein, only applies with respect to Ally Capital's ability to obtain relief from the automatic stay in this bankruptcy case and does not in any way apply to or restrict Ally Capital's ability to pursue its rights pursuant to the Contract.

**ORDERED** that if for any reason Debtor(s)' case is closed, terminated, dismissed or converted, the parties hereto agree and acknowledge that the terms of this agreed/stipulated order will be null and void and the parties are returned to the status quo with their respective rights under state law and the Contract.

**ORDERED** that this Consent Order may be executed by facsimile and such facsimile signatures shall be deemed as originals.

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**ORDERED** that the signature pages of this Consent Order may be executed in counterpart and all such signature pages, when attached, shall become part of the original Consent Order.

/s/ Regina Cohen

Regina Cohen, Esquire  
Attorney for Ally Capital

*James Milano, Esq.*

James Milano, Esquire  
Attorney for Debtor

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